

Contest Rules & Terms & Conditions

Eligibility: Contests hosted by Kinseth Hospitality Companies and its affiliate hotels are open to those who correctly complete the steps necessary to enter the contest, and who are at least age 21 at the date of entry. The contest is only open to legal residents of the United States and Canada and is void where prohibited. Employees of Kinseth Hospitality Companies and their respective affiliates are not eligible to win the contest. Kinseth Hospitality Companies reserves the right at its sole discretion to disqualify any individual for any reason, at any time.

Contest Period: Contest entries are valid only during the timeframe specified and any entry after the end time will not be valid. Kinseth Hospitality Companies and its affiliate hotels reserve the right, in its sole discretion, to cancel, modify or suspend the contest without notice, at any time, for any reason.

Winner selection and notification: Winners of the contest will be selected and contacted by Kinseth Hospitality Companies and its affiliate hotels by whatever means best fit the contest. Kinseth Hospitality Companies shall have no liability for a winner's failure to receive notices. If the selected winner cannot be contacted, is ineligible, fails to claim the prize within 15 days from the time award notification was sent, the prize will be forfeited, and an alternate winner may or may not be selected.

Not Endorsed by Facebook: By participating in this contest, you acknowledge that this contest is in no way sponsored, endorsed, or administered by, or associated with, Facebook and release Facebook from all liability arising from or related to this contest. The information you are providing for this contest is being provided to Kinseth Hospitality Companies and its hotels and not to Facebook and will be used to notify you if you have won, and to inform you about special offers from any Kinseth Hospitality Companies hotels and our trusted partners.

Terms/Conditions: The contest is subject to all applicable federal, state, and local laws and regulations. Void where prohibited. A purchase does not increase the chances of winning. By entering the contest, you are agreeing to allow Kinseth Hospitality Companies and its affiliate hotels to use your name and likeness for promotion. By entering you are agreeing to receive email newsletters periodically from Kinseth Hospitality Companies and its affiliate hotels. You can opt out of receiving this communication at any time by clicking the unsubscribe link in the newsletter. **Limitation of Liability:** By entering this contest you agree to release Kinseth Hospitality and all their hotels from any liability that may occur directly or indirectly.

All photos must be original work, taken by the entrants. No third party may own or control any materials the photo contains, and the photo must not infringe upon the trademark, copyright, moral rights, intellectual rights, or rights of privacy of any entity or person.

Violators will be removed from the contest, stripped of any prize(s), and banned from entering future contests.

Entries will not be accepted unless submitted via the official contest channel. Entries not submitted through the proper channel will be deleted.

Submissions will not be accepted once the deadline lapses.

The prize must be collected by the winner and is non-transferable.

The winner will be contacted via the messenger on Instagram. If no response is received after [three] business days, a new winner will be selected and the previous winner will forfeit all rights to the prize.

The contest is void where prohibited or restricted by law.

Entry must comply with Instagram Terms of Use (<http://instagram.com/about/legal/terms/>).

Entrant must own all rights to the Entry and have the right to grant Vue Rooftop a license to use the Entry (including any material embodied in the Entry).

Entry must be the entrant's sole original work and may not have been submitted previously in a contest or sweepstakes of any kind or previously exhibited or displayed publicly (i.e., disclosed beyond the entrant's immediate circle of friends and family) through any means.

Entry must not (and entrants represent and warrant that it will not), violate or infringe any third-party copyright, trademark, trade dress, logos, or other proprietary rights of any entity or person (living or deceased), including but not limited to rights of privacy, publicity, or portrayal in a false light.

Entry must not make reference to any commercial/corporate advertising, including but not limited to corporate logos, brand names (other than Vue Rooftop's), slogans, political, or religious statements, or be otherwise objectionable.

Clothing worn in the Entry should not feature any visible logos, drawings, cartoons, phrases, trademarks, or other third-party materials (other than Vue Rooftop's).

Entry must not include any representation or likeness of celebrities, athletes, musicians, or any other public or private figure (living or deceased unless entrant has express permission), any commercial solicitation or promotional materials, websites, contact info, or personally-identifiable information (e.g., first or last name, address, phone number, place of work, email address, etc.).

If an Entry includes the image or likeness of anyone other than the entrant, the entrant represents and warrants that the entrant has obtained permission from each such individual and agrees to provide written copies of such permission to Vue Rooftop upon request.

Any Entry deemed inappropriate or unsuitable, in Vue Rooftop's sole discretion, will be disqualified.

Entry must not contain material that promotes bigotry, racism, hatred, or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.

Entry cannot defame, misrepresent or contain disparaging remarks about Vue Rooftop, or their products, or other people, products, or companies.

Entry must not contain content that is known by the Entrant to be false, inaccurate, or misleading.

If any person appears in your Entry, you must have made that person aware that you are submitting an Entry containing their image in this Contest and they have agreed to such submission.

Entry should not appeal primarily to persons under the legal drinking age, nor should it include images of Santa Claus or cartoon characters.

Entry must not include images or activity that is lewd or indecent, scenarios portraying sexually explicit activity, or images or activity that suggests that alcohol is needed for social, financial, educational, or athletic success.

Entry must not portray, encourage or condone drunk driving or depict situations where alcohol is being consumed rapidly, excessively, involuntarily, as part of a drinking game or as a result of a dare, or portray alcohol drinking before or during activities that for safety reasons require a high degree of alertness or coordination.

All Entries become the exclusive property of Vue Rooftop, and none will be acknowledged or returned. Vue Rooftop is not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected Entries, which will be disqualified. Any use of robotic, repetitive, automatic, programmed, or similar Entry methods or agents (including, but not limited to, sweepstakes entry services to create fraudulent identities) will void all Entries by that entrant. In the event of a dispute, the authorized account holder of the Instagram account used to enter will be deemed to be the entrant. Potential winners may be required to show proof of being the authorized account holder.

GENERAL RULES a/k/a the Fine Print:

By entering the Contest, you grant to Vue Rooftop, and their parents, subsidiaries, affiliates, advertising, and promotional agencies, and their respective agents, officers, directors, shareholders, employees, and representatives the right to edit, publish, copy, display, and otherwise use your submission, and to further use your name and your likeness, and information in advertising and promotional materials, without compensation or permission, except where prohibited by law.

All prize details are at the sole discretion of Vue Rooftop. All prizes are awarded “as is” with no warranty or guarantee, either express or implied. No substitution or transfer of prize is permitted, except at Vue Rooftop’s sole discretion.

This Contest is in no way sponsored, endorsed, administered by, or associated with Instagram. You understand that you are providing your information to Vue Rooftop and not to Instagram.

By participating, each Entrant agrees: (1) to abide by these rules and the decisions of Vue Rooftop, which shall be final in all respects, relating to this Contest; (2) to release, discharge, and hold harmless Vue Rooftop, from any and all injuries, liability, losses, and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from Entrant’s participation in the Contest or the acceptance, possession, use or misuse of any awarded prize; and (3) to the use of his/her submission, organization, story, name, voice, performance, photograph/video, image and/or likeness for programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Vue Rooftop and its designees, without compensation (unless prohibited by law) or additional consents from Entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so. Any submission grants Vue Rooftop a non-exclusive, non-terminable right to publish, show, sell, advertise, and promote the entrant in any way it sees fit; and (d) comply with all terms and conditions of this Contest. Winning is contingent upon fulfilling all requirements set forth in this Section and in these General Rules.

Vue Rooftop may disqualify anyone from participating in the Contest or winning a prize (and void all associated entries) if, in its sole discretion, it determines that such person is attempting to undermine the legitimate operation of the Contest by cheating, deception or other unfair playing practices, or intending to annoy, abuse, threaten or harass any other Entrant or Vue Rooftop representative(s). ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, VUE ROOFTOP RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS’ FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. Vue Rooftop reserves the right in its sole discretion to cancel or suspend any portion of the Contest for any reason.